

AMERICAN ARBITRATION ASSOCIATION

In the Matter of Arbitration Between : Case No. 01-14-0001-5922¹
CITY OF PHILADELPHIA : (P/O Perry Betts, P/O Thomas C.
and : Liciardello, P/O Linwood Norman,
: P/O Brian Reynolds, P/O John
FRATERNAL ORDER OF POLICE, : Speiser, and P/O Michael Spicer)
LODGE #5 :

ARBITRATOR: Ralph H. Colflesh, mutually chosen by the parties pursuant to the Rules and regulations of the American Arbitration Association

HEARING: July 10, 2015 in Philadelphia, PA

APPEARANCES: For the City:
Cara E. Leheny, Divisional Deputy City Solicitor

For the FOP:
Thomas W. Jennings, Esq.
John W. McGrody, Union Representative

ISSUE: Did the transfers of Perry Betts, Thomas Liciardello, Brian Reynolds, John Speiser, and Michael Spicer violate the collective bargaining agreement?

Was there just cause for the discharges of Perry Betts, Thomas Liciardello, Linwood Norman, Brian Reynolds, John Speiser, and Michael Spicer?

¹ The parties agreed to consolidate the following arbitration demands under this number: 14-20-1300-0188, 01-14-0001-5875, 14-2013-0000-186, 01-14-0001-5929, 14-201-0000-183, 01-14-0001-5858, 14-2013-0000-191, 01-14-0001-5920, 14-2013-0000-194, and 01-14-0001-5921. These cases were marked closed by the American Arbitration Association.

The parties stipulated to the following facts:

1. Grievants Perry Betts, Thomas Liciardello, Linwood Norman, Brian Reynolds, John Speiser, and Michael Spicer were employed by the City of Philadelphia Police Department as Police Officers and were represented by the Fraternal Order of Police, Lodge #5, which is the exclusive representative of uniformed personnel in the Police Department.

2. On or about December 4, 2012, grievants Betts, Liciardello, Reynolds, Speiser, and Spicer were transferred from the [REDACTED] to other police units. They subsequently filed grievances challenging their transfers (the "transfer grievances").²

3. On July 29, 2014, all of the grievants were indicted on various federal felony charges.

4. On July 30, 2014, all of the grievants were discharged by the Police Department on the basis of the indictment's allegations. All subsequently filed grievances challenging their discharge (the "discharge grievances").

5. Effective on or after the date of their discharge, grievants Betts, Norman, Reynolds, and Spicer retired from the Police Department under the terms of the applicable pension plan(s).

6. On May 14, 2015, the grievants were acquitted on all charges after a jury trial.

In light of the above, the FOP requests that I uphold the grievances and order the grievants reinstated and made whole for all losses. The City, on the other hand, notes that it was placed in a position where it had been notified by federal law enforcement of an investigation into serious criminal allegations against grievants which led to their indictment on federal criminal charges and subsequent trial. Based on the notice that it received, the City contends, that it had no choice but

² On November 20, 2013, grievant Norman was detailed out of the [REDACTED] He did not file a grievance challenging his detail.

to transfer grievants and, when they were indicted, to terminate them. The City argues that these facts should be considered when determining the appropriate outcome.

Based on the above stipulated facts and the contentions of the parties, I direct as follows as full and final resolution of all the grievances that have been consolidated in front of me under AAA Case No. 01-14-0001-5922 :

1. The discharge grievances are sustained. There was no just cause under the terms of the collective bargaining agreement to discharge Perry Betts (Payroll No. [REDACTED], Thomas C. Liciardello (Payroll No. [REDACTED], Linwood Norman (Payroll No. [REDACTED], Brian Reynolds (Payroll No. [REDACTED], John Speiser (Payroll No. [REDACTED], and Michael Spicer (Payroll No. [REDACTED]

2. Perry Betts, Thomas C. Liciardello, Linwood Norman, Brian Reynolds, John Speiser, and Michael Spicer shall be reinstated to their position of employment with the City of Philadelphia Police Department with full seniority. [REDACTED]

[REDACTED]

[REDACTED]

3. Each grievant shall receive a back pay award of ninety-thousand dollars (\$90,000.00), which will be reduced by any applicable taxes and pension contributions.³ This award is intended to fully satisfy all claims for any monetary losses related to either the transfer or discharge grievances, including, but not limited to, wages, overtime, employee disability, or out-of-pocket medical costs, from the date of their discharge through the date of this Award. In turn, the City shall pursue no further charge against any of the grievants for any matter related to, or arising from, the events surrounding the discharge.

³ The employer will be responsible for paying its portion of the contributions and the grievants' contribution will be deducted from their back pay awards.

4. For grievants who retired, any and all pension benefits paid from the effective date of their retirement through the date of this Award, as determined by the Board of Pensions, shall be deducted from their back pay awards and refunded to the Board of Pensions.

5. Grievants will be placed on the City's payroll effective with the issuance of this Award.

6. Grievants shall be credited with all sick time that they would have earned during the period of their discharge. Further, sick leave hours accrued by grievants prior to their discharge shall be restored to their leave banks except that, to the extent that a grievant cashed out sick leave at the time of his discharge, his sick leave bank shall be credited with the portion of his earned accrued sick leave for which he has not been paid. Any terminal leave that was cashed out to extend benefits that have not been used shall be returned to the grievants, and grievants will relinquish any additional benefits that they purchased. Upon grievants' retirement, they retain all rights to purchase any extension of benefits consistent with the terms of the applicable collective bargaining agreement.

7. The grievants' personnel records shall be expunged of any reference to the discharge and the City shall not rely or make reference to that discharge for any employment related purpose in the future.

8. Grievants shall be reinstated to the districts/units and assignments they were in at the time of their discharge. Grievant Linwood Norman shall be placed in the Impound Lot.

9. Grievants' badge numbers that they possessed at time of discharge shall be restored to them.

Issued this 10th day of July, 2015:

A handwritten signature in black ink, appearing to read "R. Collflesh", is written over a horizontal line.

Ralph H. Collflesh, Arbitrator